



CORPORATION SERVICE COMPANY®

Notice of Service of Process

NJH / ALL
Transmittal Number: 15426771
Date Processed: 07/25/2016

Primary Contact: Service Process Team 3-11-309
Nationwide Mutual Insurance Company
Three Nationwide Plaza
Columbus, OH 43215

Copy of transmittal only provided to: Kevin Jones
Rebecca Lewis
Cassandra Struble

Entity: Nationwide Mutual Insurance Company
Entity ID Number 3277054

Entity Served: Nationwide Mutual Insurance Company

Title of Action: Colisha Boyd vs. Nationwide Mutual Insurance Company

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: Circuit Court, Tennessee

Case/Reference No: CT-002467-16

Jurisdiction Served: Tennessee

Date Served on CSC: 07/25/2016

Answer or Appearance Due: 30 Days

Originally Served On: TN Department of Commerce and Insurance on 07/15/2016

How Served: Certified Mail

Sender Information: Dowden, Worley & Jewell, PLLC
N/A

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

**STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov**

July 18, 2016

Nationwide Mutual Insurance Company
2908 Poston Avenue, C/O C S C
Nashville, TN 37203
NAIC # 23787

Certified Mail
Return Receipt Requested
7015 0640 0007 0044 5142
Cashier # 26883

Re: Colisha Boyd V. Nationwide Mutual Insurance Company

Docket # CT-002467-16

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served July 15, 2016, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Shelby County
140 Adams Street, Rm 324
Memphis, Tn 38103

(CIRCUIT/CHANCERY) COURT OF TENNESSEE
140 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTION

Docket No. CT-002467-16

☒ Lawsuit
☐ Divorce

Ad Damnum \$ _____

COLISHA BOYD

VS

NATIONWIDE MUTUAL INSURANCE
COMPANY, NATIONWIDE GENERAL
INSURANCE COMPANY, NATIONWIDE
PROPERTY and CASUALTY COMPANY
And CORPORATIONS A, B, C, and D

Plaintiff(s)

Defendant(s)

TO: (Name and Address of Defendant (One defendant per summons))

Nationwide Mutual Insurance Company
Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243

Method of Service:

- ☐ Certified Mail
☐ Shelby County Sheriff
☒ Commissioner of Insurance (\$)
☐ Secretary of State (\$)
☐ Other TN County Sheriff (\$)
☐ Private Process Server
☐ Other

(\$ Attach Required Fees

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and

serving a copy of your answer to the Complaint on KEVIN CAVENDER

Plaintiff's

attorney, whose address is 6750 POPLAR AVENUE, SUITE 200, MEMPHIS, TN 38138

telephone 9017558075

within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

JIMMY MOORE, Clerk / DONNA RUSSELL, Clerk and Master

TESTED AND ISSUED

7/8/2016

By

D.C.

TO THE DEFENDANT:

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

FOR AMERICANS WITH DISABILITIES ACT (ADA) ASSISTANCE ONLY, CALL (901) 222-2341

I, JIMMY MOORE / DONNA RUSSELL, Clerk of the Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this

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JIMMY MOORE, Clerk / DONNA RUSSELL, Clerk and Master

By: _____, D.C.

RETURN OF SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M. a copy of the summons

and a copy of the Complaint to the following Defendant _____

at _____

Signature of person accepting service

By: _____
Sheriff or other authorized person to serve process

RETURN OF NON-SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE NOT SERVED THE WITHIN SUMMONS:

To the named Defendant _____

because _____ is (are) not to be found in this County after diligent search and inquiry for the following

reason(s): _____

This _____ day of _____, 20____.

By: _____
Sheriff or other authorized person to serve process

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IN THE CIRCUIT COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

FILED
JUN 16 2016
CIRCUIT COURT CLERK
BY *[Signature]* D.C.

COLISHA BOYD

Plaintiff,

Vs.

No. CT-002467-16

Division IV

NATIONWIDE MUTUAL INSURANCE
COMPANY, NATIONWIDE GENERAL
INSURANCE COMPANY, NATIONWIDE
PROPERTY and CASUALTY COMPANY
And CORPORATIONS A, B, C, and D

Defendants

COMPLAINT

TO THE HONORABLE CIRCUIT COURT JUDGES OF SHELBY COUNTY, TENNESSEE:

The Plaintiff would respectfully show the Court the following:

1.

That the Plaintiff, Colisha Boyd, is an adult resident citizen of Shelby County, Tennessee, residing specifically at 8912 Alana Cove, Cordova, Tennessee 38016.

2.

That the Defendant Nationwide Mutual Insurance Company is a corporation whose principal place of business is 1 Nationwide Plaza, Columbus, Ohio 43215-2226, and who may be served through the Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, Tennessee 37243.

3.

That the Defendant Nationwide General Insurance Company is a corporation whose principal place of business is 1 Nationwide Plaza, Columbus, Ohio 43215-2226, and who may be served through the Tennessee Department of Commerce and Insurance, 500 James Robertson

Parkway, Nashville, Tennessee 37243.

4.

That the Defendant Nationwide Property and Casualty Company is a corporation whose principal place of business is 1 Nationwide Plaza, Columbus, Ohio 43215-2226, and who may be served through the Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, Tennessee 37243.

5.

That Corporations A, B, C, and D are unknown entities who either own or are subsidiaries of Defendant Nationwide Mutual Insurance Company or its affiliates.

6.

That the matters in controversy in this case involve a policy of property insurance sold by the Defendants to the Plaintiff in Shelby County, Tennessee and for a property located in Shelby County, Tennessee, therefore jurisdiction and venue are proper with this Honorable Court.

7.

That on or about January 24, 2015, an accidental fire caused severe damage to the structure of and contents located in Plaintiff's home at 3402 Kirby Meadows Drive, Memphis, Tennessee, 38115.

8.

That according to an Investigative Field Incident Report by the Memphis Fire Department, dated January 24, 2015 and signed by Fire Investigator Cassius Bass, the cause of the fire was "determined to be accidental due to a heating/furnace malfunction."

9.

That at the time of the aforementioned accidental fire, there was in full effect a policy of homeowners insurance between the Plaintiff and Defendants identified by Policy No. 63 41 HO 461080 that insured the dwelling against accidental loss for the amount of \$316,700, other structures for \$31,670, personal property for \$221,690 and loss of use for \$316,000.

10.

That said policy of insurance sold to the Plaintiff by the Defendants insured that the Defendants would pay for, up to the policy limits as put forth above, all losses outlined in the policy of insurance, including fire, and that the accidental fire damages suffered by the Plaintiff

met the definitions and requirements for coverage under the policy, and was not subject to any exclusion.

11.

That following the January 24, 2015 fire, the Plaintiff herein filed a claim with the Defendant pursuant to her homeowner's insurance for both structural damage as well as personal property damage.

12.

That the Defendants herein, upon information and belief and pursuant to the aforementioned policy of insurance, paid for structural damage to the property by paying the Plaintiff's mortgage company an amount pursuant to said policy.

13.

However, on June 16, 2015, the Defendants herein sent to the Plaintiff a letter denying the Plaintiff's claim for damages to her property, citing a policy provision excluding from coverage any claims that were based on intentional acts, concealment or fraud.

14.

That pursuant to the foregoing, the Plaintiff alleges that the Defendant's actions herein constitute a breach of the contract of insurance between the parties in that A) A contract existed between the parties; B) The Defendants breached said Contract by refusing to pay for the accidental losses of the Plaintiff's personal property as required by the policy; and C) the Plaintiff suffered damages as a result, as she was not paid for the value of any of her personal items destroyed in the accidental fire.

15.

That the Plaintiff further alleges that the Defendant's actions violate the Tennessee Consumer Protection Act as found in Tennessee Code Annotated § 47-18-110, et seq., and that the Plaintiff herein requests all statutory relief as provided for pursuant to said section.

16.

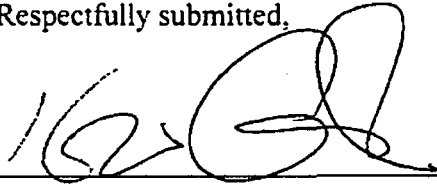
That the Plaintiff further alleges that the Defendant's actions constitute a bad faith failure to pay in violation of Tennessee Code Annotated § 56-7-105 et. seq., and that the Plaintiff herein requests all statutory relief as provided for pursuant to said section.

17.

That the Plaintiff herein states that as a result of the foregoing causes of action arising as the result of the conduct of the Defendants that she is entitled to damages equaling the amount of her personal property losses up to the limits of the policy of insurance minus the deductible, all statutory relief as allowed under § 47-18-110 et. seq., and § 56-7-105 et. seq., as well as punitive damages, attorney's fees and all costs of court.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff hereby requests that this Honorable Court will accept this, her Complaint, and upon hearing, grant the relief requested herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Kevin Cavender', is written over a horizontal line.

J. Kevin Cavender
Dowden, Worley & Jewell, PLLC
Attorney for Plaintiff
6750 Poplar Ave., Ste 200
Memphis, Tennessee 38138-7414
901-755-8075

#26913

TN

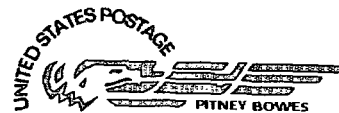
Department of
**Commerce &
Insurance**

Service of Process
500 James Robertson Parkway
Nashville, Tennessee 37243



7015 0640 0007 0044 5142

FIRST CLASS



02 1M \$ 06.67⁵
0004292626 JUL 21 2016
MAILED FROM ZIP CODE 37243

7015 0640 0007 0044 5142 07/18/2016
NATIONWIDE MUTUAL INSURANCE COMPANY
2908 POSTON AVENUE, C/O C S C
NASHVILLE, TN 37203

3720331312 C025

